

1 MICHAEL R. LOZEAU (State Bar No. 142893)
2 DOUGLAS J. CHERMAK (State Bar No. 233382)
Law Office of Michael R. Lozeau
1516 Oak Street, Suite 216
3 Alameda, CA 94501
Tel: (510) 749-9102 Fax: (510) 749-9103 (fax)
4 E-mail: mrlozeau@lozeaulaw.com

5 ANDREW L. PACKARD (State Bar No. 168690)
6 MICHAEL P. LYNES (State Bar No. 230462)
Law Offices of Andrew L. Packard
7 319 Pleasant Street
Petaluma, CA 94952
Tel: (707) 763-7227 Fax: (415) 763-9227
8 E-mail: andrew@packardlawoffices.com

9 Attorneys for Plaintiff
10 CALIFORNIA SPORTFISHING PROTECTION ALLIANCE

11 FRED BLUM (State Bar No. 101586)
JOSEPH B. ADAMS (State Bar No. 194964)
12 Bassi, Martini, Edlin & Blum
351 California Street, Suite 200
13 San Francisco, CA 94104
Tel: (415) 403-4404 Fax: (415) 397-1339
14 E-mail: jadams@bmeblaw.com

15 Attorneys for Defendant
CONTRA COSTA WASTE SERVICE RECYCLING CENTER AND TRANSFER STATION

16 **UNITED STATES DISTRICT COURT**

17 **NORTHERN DISTRICT OF CALIFORNIA**

18 CALIFORNIA SPORTFISHING
19 PROTECTION ALLIANCE, a non-profit
corporation,

20 Plaintiff,

21 vs.

22 CONTRA COSTA WASTE SERVICE
RECYCLING CENTER AND TRANSFER
23 STATION, a corporation.

24 Defendant.

25 Case No. 3:07-cv-04484-BZ

26 **STIPULATION TO DISMISS PLAINTIFF'S
CLAIMS; [PROPOSED] ORDER
GRANTING DISMISSAL
[FRCP 41(a)(2)]**

27 Conference: n/a
Time: n/a
Courtroom: n/a

28 WHEREAS, on May 18, 2007, Plaintiff California Sportfishing Protection Alliance
("CSPA") provided Defendant Contra Costa Waste Service Recycling Center and Transfer

1 Station (“CCWS”) with a Notice of Violations and Intent to File Suit (“Notice”) under Clean
 2 Water Act § 505, 33 U.S.C. § 1365.

3 WHEREAS, on August 29, 2007 CSPA filed its Complaint against CCWS in this
 4 Court, *California Sportfishing Protection Alliance v. Contra Costa Waste Service Recycling*
 5 *Center and Transfer Station*, Case No. 3:07-cv-04484-BZ. Said Complaint incorporates by
 6 reference all of the allegations contained in CSPA’s Notice.

7 WHEREAS, CSPA and CCWS, through their authorized representatives and
 8 without either adjudication of CSPA’s claims or admission by CCWS of any alleged violation or
 9 other wrongdoing, have chosen to resolve in full by way of settlement the allegations of CSPA as
 10 set forth in the Notice and Complaint, thereby avoiding the costs and uncertainties of further
 11 litigation. A copy of the Settlement Agreement and Mutual Release of Claims (“Settlement
 12 Agreement”), without the attached exhibits, entered into by and between CSPA and CCWS is
 13 attached hereto as Exhibit 1 and incorporated by reference.

14 WHEREAS, the parties submitted the Settlement Agreement via certified mail,
 15 return receipt requested, to the U.S. EPA and the U.S. Department of Justice and the 45-day
 16 review period set forth at 40 C.F.R. § 135.5 has completed and the federal agencies have
 17 submitted correspondence to the Court indicating that they have no objection to the terms of the
 18 Settlement Agreement.

19 NOW THEREFORE, IT IS HEREBY STIPULATED and agreed to by and
 20 between the parties that CSPA’s claims, as set forth in the Notice and Complaint, be dismissed.
 21 The parties respectfully request an order from this Court dismissing such claims. In accordance
 22 with paragraph 2 of the Settlement Agreement, the parties also request that this Court maintain
 23 jurisdiction over the parties through December 15, 2010, for the sole purpose of resolving any
 24
 25
 26
 27
 28

1 disputes between the parties with respect to enforcement of any provision of the Settlement
2 Agreement.

3 Dated: February 13, 2008 Respectfully submitted,

4
5 LAW OFFICE OF MICHAEL R. LOZEAU

6 By: /s/ Douglas J. Chermak
7 Douglas J. Chermak
8 Attorney for Plaintiff California Sportfishing
Protection Alliance

9
10 BASSI, MARTINI, EDLIN & BLUM
11 By: Joseph B. Adams 2/19/08
12 Attorney for Defendant Contra Costa Waste Service
13 Recycling Center and Transfer Station

[PROPOSED] ORDER

Good cause appearing, and the parties having stipulated and agreed,

IT IS HEREBY ORDERED that Plaintiff California Sportfishing Protection Alliance's claims against Defendant Contra Costa Waste Service Recycling Center and Transfer Station, as set forth in the Notice and Complaint filed in Case No. 3:07-cv-04484-BZ, are hereby dismissed.

IT IS FURTHER ORDERED that the Court shall retain jurisdiction over the parties through December 15, 2010 for the sole purpose of enforcing compliance by the parties of the terms of the Settlement Agreement, attached to the parties' Stipulation to Dismiss as Exhibit A.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: March 3, 2008

Judge Bernard Zimmerman
United States District Judge

